

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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NORTHEAST BUILDING SYSTEMS LLC,

22-CV- 5179

Plaintiff,

COMPLAINT

-against-

BERKLEY INSURANCE COMPANY,

Defendant.

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Plaintiff, Northeast Buildings Systems LLC (“Plaintiff”), by its attorneys, Forchelli Deegan Terrana LLP, as and for its complaint against defendant, Berkley Insurance Company (“Defendant”), alleges as follows:

PARTIES AND JURISDICTION

1. At all times hereinafter mentioned, Plaintiff was and is a domestic limited liability company, duly organized and existing under the laws of the State of New York, with its principal place of business in the County of Suffolk, State of New York.

2. At all times hereinafter mentioned, Defendant, upon information and belief, is a foreign corporation, organized and existing under the laws of the State of Delaware, with its principal place of business in Greenwich, Connecticut, and is authorized to issue surety bonds in the State of New York.

3. This Court has jurisdiction over this action based on diversity of citizenship pursuant to 28 U.S.C. §1332. The amount in controversy exceeds, exclusive of costs and interest, the sum of \$75,000.00.

FIRST CLAIM

4. The Village of Rye Brook (“the Owner”) and UniMak, LLC (“UniMak”), entered into a prime contract, whereby UniMak, as the prime contractor, agreed to furnish the necessary labor and materials for a public improvement project to construct a new Department of Public Works and Parks Garage at 511 West William Street, Rye Brook, NY (the “Project”).

5. Defendant, as the surety for UniMak, executed and delivered a labor and material payment bond, Bond No. 0149038 (“Payment Bond”), to the Owner, wherein Defendant bound itself to promptly pay all persons for labor and materials furnished by them in the prosecution of work necessary for the Project.

6. Subsequently, UniMak entered into an agreement with Plaintiff, wherein Plaintiff, as a subcontractor, agreed to supply all labor, materials, equipment and tools on the Project necessary, among other things, to supply and install a pre-manufactured metal building (the “Subcontract Agreement”) at the Project.

7. Thereafter, Plaintiff fully, satisfactorily and timely performed all of the terms and conditions of the Subcontract Agreement it was required to perform, and is not in default of any of the Subcontract Agreement’s terms and conditions.

8. In addition to the Subcontract Agreement, UniMak directed Plaintiff to furnish additional and extra work on the Project, pursuant to approved change orders, which Plaintiff fully, satisfactorily and timely performed.

9. Under the Subcontract Agreement and the approved change orders, there is an unpaid balance in the total amount of \$128,363.20 due and owing to Plaintiff from UniMak.

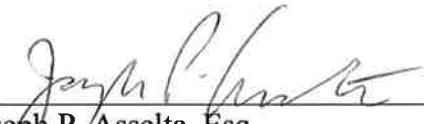
10. Upon information and belief, UniMak has not ceased work on the Project.

11. By reason of the foregoing, Defendant, as surety for UniMak, is liable to

Plaintiff, pursuant to the terms of the Payment Bond, in the sum of \$128,363.20, together with applicable interest, and reasonable attorneys' fees pursuant to New York State Finance Law §137.

WHEREFORE, plaintiff, Northeast Building Systems LLC, demands judgment against defendant, Berkley Insurance Company, in the amount of \$128,363.20, with appropriate interest as allowed by law, together with the costs, disbursements and attorneys' fees of this action, and for such other and further relief as this Court deems just and proper.

Dated: Uniondale, New York
August 30, 2022



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